

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: METHYL TERTIARY BUTYL
ETHER (“MTBE”) PRODUCTS
LIABILITY LITIGATION : Master File No. 1:00-1898
: MDL 1358 (SAS)
: M21-88

This document relates to: : DECLARATION OF

Commonwealth of Puerto Rico, et al. : Matthew Anderson
v. :
Shell Oil Co., et al., :
Case No. 07-CIV-10470 (SAS) :
:

I, Matthew Anderson, declare and state:

1. I am over the age of 21. I have not been convicted of any crimes and I am competent to make this declaration. I have personal knowledge of the facts and matters set forth in this Declaration and they are all true and correct.

2. I am the Chief Operating Officer with Charter Brokerage LLC (“Charter”), a position I have held since 2012. Charter is a leading global trade services company providing complete customs, import, export, drawback, and related services to importers and exporters in the United States of America. Since 2000, we have provided customs related services to Petrobras America Inc. (“PAI”).

3. Among the services we have provided to PAI is completing and filing necessary United States Customs and Border Protection (“CBP”) forms related to the importation of petroleum products to the Commonwealth of Puerto Rico. Among the forms that have to be filed in connection with the importation of petroleum products to the Commonwealth of Puerto Rico is CBP (formerly CF) Form 7501. A true and correct copy of an unexecuted current version of that form is attached as Exhibit A. The form requires, among other data, an identification of the

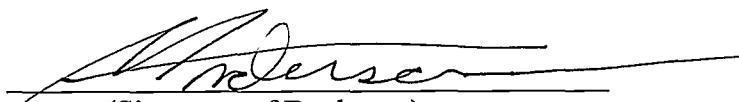
importer of record, which is the entity that is the owner or consignee of the imported cargo described in that form, within the United States or Puerto Rico, . Charter caused Form 7501s to be filed on behalf of PAI in connection with petroleum products entering Puerto Rico between 2002 and 2005.

4. Material information from the CF 7501s Charter files on behalf of clients, including PAI, is recorded and maintained by Charter. That information is normally recorded at or near the time that the Form 7501 is completed and filed with Customs, and such information is kept in the regular course of Charter's business. Attached as Exhibit B is that portion of the recorded material Charter maintains describing Form 7501 information filed on behalf of PAI between November of 2002 and May of 2005 for unleaded motor gasoline entering Puerto Rico in which PAI was identified as the importer of record.

5. Exhibit B is a representation of the information from Form 7501s filed with CBP on behalf of PAI. For example, line 11 of Exhibit B describing the entry into Puerto Rico on March 12, 2004, of 228,086 barrels of gasoline transported on the vessel Bene captures material data fields from the Form 7501. On the bills of lading for that transaction, which are Attached as Exhibit C, the shipper is identified as Petrobras America Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 22, 2015.



(Signature of Declarant)

Mathew D. Anderson
(Printed Name of Declarant)

Chief Operating Officer
(Title of Declarant)

A

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection
ENTRY SUMMARY

8. Importing Carrier		9. Mode of Transport		1. Filer Code/Entry No.	2. Entry Type	3. Summary Date			
				4. Surety No.	5. Bond Type	6. Port Code	7. Entry Date		
12. B/L or AWB No.		13. Manufacturer ID		14. Exporting Country		15. Export Date			
16. I.T. No.		17. I.T. Date	18. Missing Docs	19. Foreign Port of Lading		20. U.S. Port of Unloading			
21. Location of Goods/G.O. No.		22. Consignee No.		23. Importer No.		24. Reference No.			
25. Ultimate Consignee Name and Address				26. Importer of Record Name and Address					
City		State		City		State		Zip	
27.	28. Description of Merchandise			32. A. Entered Value B. CHGS C. Relationship	33. A. HTSUS Rate B. ADA/CVD Rate C. IRC Rate D. Visa No.	34. Duty and I.R. Tax			
Line No.	29. A. HTSUS No. B. ADA/CVD No.	30. A. Grossweight B. Manifest Qty.	31. Net Quantity in HTSUS Units			Dollars	Cents		
Other Fee Summary for Block 39		35. Total Entered Value \$		CBP USE ONLY			TOTALS		
		Total Other Fees \$		A. LIQ CODE	B. Ascertained Duty	37. Duty			
36. DECLARATION OF IMPORTER OF RECORD (OWNER OR PURCHASER) OR AUTHORIZED AGENT				REASON CODE	C. Ascertained Tax	38. Tax			
I declare that I am the <input type="checkbox"/> Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR <input type="checkbox"/> owner					D. Ascertained Other	39. Other			
or purchaser or agent thereof. I further declare that the merchandise <input type="checkbox"/> was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR <input type="checkbox"/> was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed.					E. Ascertained Total	40. Total			
I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.									
41. DECLARANT NAME				TITLE		SIGNATURE		DATE	
42. Broker/Filer Information (Name, address, phone number)				43. Broker/Importer File No.					

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

ENTRY SUMMARY CONTINUATION SHEET

OMB No. 1651-0022
EXP. 08-31-2014

1. Filer Code/Entry No.

27.	28. Description of Merchandise			32.	33.	34.	
	29. A. HTSUS No. B. ADA/CVD No.	30. A. Grossweight B. Manifest Qty.	31. Net Quantity in HTSUS Units			A. HTSUS Rate	B. ADA/CVD Rate
Line No.	Dollars	Cents					

B

Importer Name	Importer Number	Vessel	File Number	Entry Number	Created By	IMO	Entry Date	Entry Summary Date	Import Date	ABI Status	Entry	Port of Entry	Port of Unl	Ultima/CoE	Export Date	CoO	Bill of Lading
PETROBRAS AMERICA INC.	176-023518300	IBORA	PBR02-133	U14-3002150-8	AP	110	11/26/2002	11/6/2002	11/26/2002	LIQUIDATED	01	14909	IPR	IBR	11/14/2002	IBR	Imut
PETROBRAS AMERICA INC.	176-023518300	FAITHFUL	PBR02-141	U14-3002314-0	EJC	110	11/26/2002	12/9/2002	11/24/2002	LIQUIDATED	01	14909	IPR	IBR	11/11/2002	IBR	IAYLASI2002319
PETROBRAS AMERICA INC.	176-023518300	IBALUNI	PBR02-152	U14-3002438-7	AA	110	11/26/2002	1/6/2003	12/19/2002	LIQUIDATED	01	14909	IPR	IBR	11/30/2002	IBR	IMut
PETROBRAS AMERICA INC.	176-023518300	IMARCHEKAN	PBR03-005	U14-3002598-8	AA	110	11/27/2002	1/31/2003	1/21/2003	LIQUIDATED	01	14909	IPR	IBR	1/2/2003	IBR	IDPKTP3DK80301011
PETROBRAS AMERICA INC.	176-023518300	IBALUNI	PBR03-050	U14-3002557-2	KLK	110	11/30/2002	1/23/2003	1/19/2003	LIQUIDATED	01	14909	IPR	IBR	1/19/2003	IBR	IAYC03580803
PETROBRAS AMERICA INC.	176-023518300	IBALUNI	PBR03-095	U14-3002604-0	AA	110	11/30/2002	1/23/2003	1/19/2003	LIQUIDATED	01	14909	IPR	IBR	1/19/2003	IBR	IAYLA0303122
PETROBRAS AMERICA INC.	176-023518300	IBALUNI	PBR03-127	U14-3004485-4	KLK	110	10/1/2003	1/14/2003	1/19/2003	LIQUIDATED	01	14909	IPR	IBR	1/19/2003	IBR	IAYLAGHRP011001
PETROBRAS AMERICA INC.	176-023518300	IBALUNI	PBR03-133	U14-3004574-7	KLK	110	10/15/2003	1/27/2003	1/19/2003	LIQUIDATED	01	14909	IPR	IBR	1/19/2003	IBR	IAYLA00035814030
PETROBRAS AMERICA INC.	176-023518300	IBORAYINA	PBR03-144	U14-3004795-6	AA	110	11/12/2003	1/14/2003	1/11/2003	LIQUIDATED	01	14909	IPR	IBR	1/10/2003	IBR	IAYLA0003581111
PETROBRAS AMERICA INC.	176-023518300	AMAZON GUARDIAN	PBR03-150	U14-3005107-5	AA	110	12/16/2003	1/29/2003	1/21/2003	LIQUIDATED	01	14908	IPR	IBR	1/21/2003	IBR	IMut
PETROBRAS AMERICA INC.	176-023518300	ICABO TAMAR	PBR03-152	U14-3005131-5	AA	110	12/22/2003	1/5/2004	1/21/2003	LIQUIDATED	01	14908	IPR	IBR	1/21/2003	IBR	IAYLA0003581712
PETROBRAS AMERICA INC.	176-023518300	AMAZON GUARDIAN	PBR03-153	U14-3005203-2	IBUR	110	12/25/2003	1/7/2004	1/22/2003	LIQUIDATED	01	14908	IPR	IBR	1/22/2003	IBR	IAYN003172
PETROBRAS AMERICA INC.	176-023518300	ICABO TAMAR	PBR04-004	U14-3005342-8	IBUR	110	1/15/2004	1/28/2004	1/15/2004	LIQUIDATED	01	14908	IPR	IBR	1/17/2004	IBR	IANN0075004062
PETROBRAS AMERICA INC.	176-023518300	AMAZON EXPLORER	PBR04-007	U14-3005457-4	AA	110	1/18/2004	1/29/2004	1/28/2004	LIQUIDATED	01	14908	IPR	IBR	1/25/2004	IBR	IAYLA0003581430
PETROBRAS AMERICA INC.	176-023518300	AMAZON EXPLORER	PBR04-009	U14-3005522-5	AA	110	1/26/2004	2/19/2004	1/26/2004	LIQUIDATED	01	14908	IPR	IBR	1/23/2004	IBR	IPRMNEXP10204001
PETROBRAS AMERICA INC.	176-023518300	AMAZON GLADIATOR	PBR04-011	U14-3005838-5	AA	110	3/9/2004	3/19/2004	3/9/2004	LIQUIDATED	01	14908	IPR	IBR	3/6/2004	IBR	ICSHVGLAD0304001
PETROBRAS AMERICA INC.	176-023518300	IBENE	PBR04-012	U14-3005848-4	AA	110	3/10/2004	3/22/2004	3/10/2004	CANCELED	01	14908	IPR	IBR	12/3/2004	IBR	IAYLA0003581010
PETROBRAS AMERICA INC.	176-023518300	IBENE	PBR04-013	U14-3005858-2	AA	110	3/12/2004	3/24/2004	3/12/2004	LIQUIDATED	01	14909	IPR	IBR	12/3/2004	IBR	IMut
PETROBRAS AMERICA INC.	176-023518300	ICHAPEON EXPRESS	PBR04-014	U14-3005894-8	AA	110	3/15/2004	3/25/2004	3/15/2004	LIQUIDATED	01	14908	IPR	IBR	12/16/2004	IBR	IAYLA000358015

Manufacturer Id	FIRMS Id	Line Id	HTS Classification	HTSUS Description	Product Name	Product Description	SP1	Entered Quantity	Entered Weight	Entered Value	Duty Rate	Duty	IMMF	IMPF	Uq. Date	Uq. Duty
BRPETBRA65RIO	IM391- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			1246854	29547730	19086983	0.525	129598.35	111358.73	1485	10/10/2003	129598.35	
BRPETBRA65RIO	IM337- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			1160666	119384310	14521154	0.525	84349.65	5651.44	1485	10/10/2003	84349.65	
BRPETBRA65RIO	IM391- 1002	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			137708	159216801	4887261	0.525	72296.70	6109.08	1	11/17/2003	78096.54	
BRPETBRA65RIO	IM391- 1003	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			156876	18517600	5630128	0.525	82359.90	7037.66	1485	12/5/2003	82359.9	
BRPETBRA65RIO	IM391- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			148363	17012420	5177875	0.525	17890.58	6472.34	1	14/23/2004	17890.58	
BRPETBRA65RIO	IM391- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			64612	7728960	2548303	0.525	13921.30	3185.38	1485	6/25/2004	13921.3	
BRPETBRA65RIO	IM391- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			141104	16924670	4912967	0.525	74079.60	6141.21	1485	8/13/2004	74079.6	
BRPETBRA65RIO	IM392- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			41024	4953370	1528428	0.525	21960.23	0.00	1485	10/27/2004	21960.23	
BRPETBRA65RIO	IM392- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			1160629	110649730	35580.00	0.525	52866.98	4457.75	1485	9/24/2004	52866.98	
BRPETBRA65RIO	IM408- 1001	2710111518	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			1227746	67913285	110649730	0.0525	22456.67	0.00	1485	10/27/2004	22456.67	
BRPETBRA65RIO	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			151687	6401784	610399	0.0525	18096.33	0.00	1485	10/27/2004	18096.33	
COEDOCAR	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			100333	15405761	2236914	0	0.00	0.00	1485	10/27/2004	0.00	
BRPETBRA65RIO	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			343817	54023719	7990310	0.0525	18050.39	0.00	1485	11/17/2004	18050.39	
BRPETBRA65RIO	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			351687	56158983	9583464	0.0525	18463.57	0.00	1485	12/10/2004	18463.57	
BRPETBRA65RIO	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			400033	64107784	11240931	0.0525	21001.73	0.00	1485	12/17/2004	21001.73	
BRPETBRA65RIO	IM408- 1001	2710190530	FUEL OIL NO. 6.SAYBOLT UNI	FUEL OIL NO. 6			444338	70577957	11118720	0.0525	23354.00	0.00	1485	1/21/2005	23354	
BRPETBRA65RIO	IO010- 1001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			50000	1	1246000	0.525	26250.00	2807.50	1485			
BRPETBRA65RIO	IM391- 1001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			228086	27041820	10047084	0.525	1119745.15	12558.86	1	1/21/2005	1119745.15	
BRPETBRA65RIO	IM408- 1001	2710111519	UNLEADED GAS MOTOR FUEL OT	GASOLINE - UNLEADED OTHER			1105401	12449540	14642887	0.525	15335.55	15803.61	1	1/28/2005	15335.55	

Inv. Fee	Invoice Description 2	Charges	Quantity	Entry Creation	NAFTA Recon
11843.73		431134	BBBL	10/25/2002	F
6136.44		241000	BBBL	11/22/2002	F
6725.94		103003	BBBL	12/16/2002	F
7522.66	API GRAVITY @ 60 DEG. F=58.6	239393	BBBL	1/17/2003	F
6472.34	API GRAVITY @ 60 DEG. F=64.2	388483	BBBL	6/10/2003	F
3670.38	API GRAVITY @ 60 DEG. F=56.1	154826	BBBL	8/13/2003	F
6626.21	API GRAVITY @ 60 DEG. F=55.6	285031	BBBL	9/30/2003	F
485	API GRAVITY @ 60 DEG= 57.7	60652	BBBL	10/14/2003	F
4942.75	API GRAVITY @ 60 DEG= 55.6	206433	BBBL	11/10/2003	F
485	API GRAVITY @ 60 DEG= 14.0	1274682	BBBL	12/15/2003	F
485	API GRAVITY @ 60 DEG= 8.0	57180	BBBL	1/21/2004	F
485	API GRAVITY @ 60 DEG= 8.3	121470	BBBL	1/21/2004	F
485	API GRAVITY @ 60 DEG= 9.3	662182	BBBL	1/14/2004	F
485	API GRAVITY @ 60 DEG= 9.1	774766	BBBL	1/27/2004	F
485	API GRAVITY @ 60 DEG= 8.6	886073	BBBL	2/5/2004	F
0	API GRAVITY @ 60 DEG= 9.9	624552	BBBL	3/6/2004	F
		2	BBBL	3/9/2004	F
13003.49		564854	BBBL	3/11/2004	F
5803.61	API GRAVITY @ 60 DEG= 58.5	261032	BBBL	3/12/2004	F

C

PARCEL 1

Cattia Terminals, N.V.
TANKER BILL OF LADING

SCAC CODE: BROD / 35909031

Non-Negotiable
CopyShipped in apparent good order and condition by: PETROBRAS AMERICA INC.on board the CROATIAN M/V BENE
(Flag) (Type) (Shipper)whereof: PETAR BUSURELO (Vessel's Name) is Master; at the port of

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description

QUANTITY

UNLEADED
GASOLINE

98,973	Net U.S. Barrels at 60° F
4,156,866	Net U.S. Gallons at 60° F
11,565.98	Net Long Tons
15,724.830	Cubic Meters at 15° C
11,752.054	Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICOor so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL

(Consignee)
or order, on payment of freight, or as per charter party dated As Per Charter Party
(C/P Date)
between As Per Charter Party (Charterer and Owner). All the terms
whatsoever of the said Charter except the rate and payment of freight specified therein apply
to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

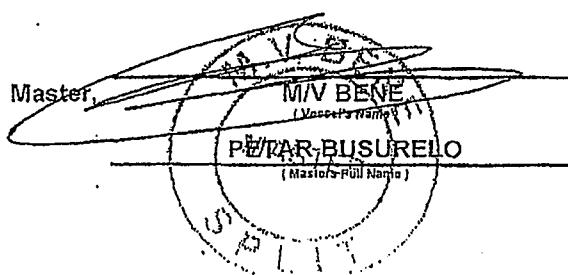
Three (3)

(Number Of Original Bill(s) Of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board
Freight payable as per charter party

- "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
- If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 09, 2004

PAI 08/04

PARCEL 2

Cattia Terminals, N.V.

NON-
NEGOTIABLE
COPY

TANKER BILL OF LADING

SCAC CODE: BROD / 35911032

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.

on board the CROATIAN M/V BENE
(Flag) (Type) (Shipper)
whereof: PETAR BUSURELO (Vessel's Name) is Master, at the port of

(Master's Full Name) St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description

QUANTITY

UNLEADED
GASOLINE

129,908	Net U.S. Barrels at 60° F
5,456,136	Net U.S. Gallons at 60° F
15,005.67	Net Long Tons
20,639.783	Cubic Meters at 15° C
15,247.302	Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of: SAN JUAN, PUERTO RICO

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL

(Consignee)

or order, on payment of freight, or as per charter party dated As Per Charter Party

between As Per Charter Party (C/P Date) All the terms

whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

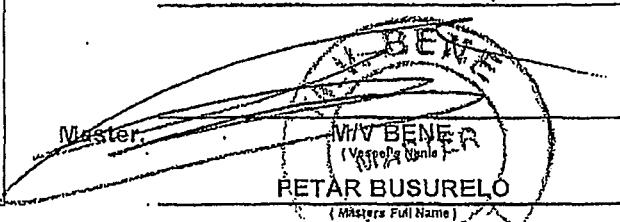
Three (3)

(Number of Original Bill(s) of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board
Freight payable as per charter party

- "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
- If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 11TH, 2004

PAI 07/2/04

PARCEL 3

Statia Terminals, N.V.

NON-
NEGOTIABLE
COPY

TANKER BILL OF LADING

SCAC CODE: BROD / 35912033

Shipped in apparent good order and condition by: PETROBRAS AMERICA INC.

on board the CROATIAN M/V BENE
(Flag) (Type) (Shipper)
whereof: PETAR BUSURELO (Vessel's Name)
(Master's Full Name) is Master, at the port of

St. Eustatius, Netherlands Antilles; a quantity said to be:

Cargo Description

QUANTITY

MTBE

7,991	Net U.S. Barrels at 60° F
335,622	Net U.S. Gallons at 60° F
929.91	Net Long Tons
1,269.610	Cubic Meters at 15° C
944.856	Net Metric Tons

the stated weight, quantity, quality, measurement, grade, nature, value and condition of the cargo being unknown to the vessel and to the Master, is to be delivered in like good order and condition at the port of:

SAN JUAN, PUERTO RICO

or so near thereto as the vessel can safely get, always afloat unto: THE ORDER OF

ASTRA OIL

or order, on payment of freight, or as per charter party dated As Per Charter Party
(Consignee) (C/P Date)
between As Per Charter Party . All the terms
(Charterer and Owner)
whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, applies by reason of the port of loading or discharging being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further.

In witness whereof, the Master, or his Agent, has signed

Three (3)

(Number Of Original Bill(s) Of Lading)

Original Bill(s) of Lading, all of this tenor and date, drawn as one set and consecutively numbered, any one of which being accomplished, all others being void.

Received on board / Clean on board
Freight payable as per charter party

- "All terms, conditions and exceptions including the arbitration clause of the charter party are incorporated herein."
- If one original Bill of Lading is placed on board, delivery of cargo may properly be made on instructions received from the charterers.

St. Eustatius, Netherlands Antilles
MARCH 12TH, 2004

BEN
Master,
M/V BENE
(Vessel's Name)
PETAR BUSURELO
(Master's Full Name)